

<b>SOLICITATION, OFFER, AND AWARD</b>				1. Caption EAI Production Support Team		Page of Pages 1      51	
2. Contract Number		3. Solicitation Number  DCTO-2007-R-0027		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued  3/2/2007	
						6. Type of Market <input type="checkbox"/> Open <input checked="" type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement IT Related Equipment and Services Commodity Buying Group 441 4th Street, NW, Suite 930 South Washington, DC 20001				8. Address Offer to:  SAME AS ITEM 7.			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in original and      3      copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the							
bid counter located at      441 4th Street, NW, Suite 703S, Bid Counter, Washington, DC      until      2:00 PM      local time      Friday, March 23, 2007 (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name Lindel Reid		B. Telephone (Area Code) 202 (Number) 727-0017 (Ext)		C. E-mail Address <a href="mailto:linde.reid@dc.gov">linde.reid@dc.gov</a>	
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<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within      120      calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):		Amendment Number		Date		Amendment Number	
15A. Name and Address of Offeror		16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)		23. Signature of Contracting Officer (District of Columbia)				24. Award Date	



## SECTION B: SUPPLIES OR SERVICES AND PRICE

**B.1** The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer, Administrative Services Modernization Program (the District) is seeking a contractor (EAI Support Team) to support the District's Enterprise Application Integration (EAI) interfaces and help build additional ones.

**B.2** The District contemplates award of a labor hour contract with payment based on fixed hourly rates for the requirements stated in the Schedule.

### B.3 SCHEDULE – LABOR HOUR

#### B.3.1 Base Period (Date of Award thru Three (3) months)

CLIN	Description/Labor Category	Labor Hours	Labor Rate	Total
0001	EAI Production Support Team for Administrative Services Modernization Program (ASMP)			
0001AA	Business Integration Manager 1 (EAI Implementation Manager)	480	\$_____	\$_____
0001AB	Business Integration Consultant 4 (EAI Architect)	480	\$_____	\$_____
0001AC	Business Integration Consultant 3 (EAI Developer)	480	\$_____	\$_____
0001AD	Business Integration Consultant 2 (EAI Architect/Developer)	480	\$_____	\$_____
<b>Grand Total for B.3.1</b>		\$_____		

#### B.3.2 Option Period One (Nine (9) months)

CLIN	Description/Labor Category	Labor Hours	Labor Rate	Total
1001	EAI Production Support Team for Administrative Services Modernization Program (ASMP)			
1001AA	Business Integration Manager 1 (EAI Implementation Manager)	1440	\$_____	\$_____
1001AB	Business Integration Consultant 4 (EAI Architect)	1440	\$_____	\$_____
1001AC	Business Integration Consultant 3 (EAI Developer)	1440	\$_____	\$_____
1001AD	Business Integration Consultant 2 (EAI Architect/Developer)	1440	\$_____	\$_____
<b>Grand Total for B.3.2</b>		\$_____		

**B.4 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET ASIDE  
MARKET ONLY**

This Request for Proposals is designated for certified small business enterprise (SBE) offerors only under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005.

An SBE must be certified as small in the procurement category of Information Technology (IT) in order to be eligible to submit a bid or proposal in response to this solicitation.

## **SECTION C: SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE:**

The Office of Contracting and Procurement (OCP) on behalf of the Office of the Chief Technology Officer (OCTO), Administrative Services Modernization Program (ASMP), is seeking a contractor (EAI Support Team) that will work under the direction of the District's Technical Infrastructure Manager and with other District employees and contractors to support the District's Enterprise Application Integration (EAI) interfaces and help build additional ones in accordance with the requirements of this solicitation. The District desires a team of 4 people to work under a 12 month (3 month base with a 9 month option) contract. It is however, the District intent to bring on District employees to be trained and eventually replace this contracted staff.

#### **C.1.1 APPLICABLE DOCUMENTS**

<b>Item No.</b>	<b>Title</b>
Appendix I	EAI Interface and Software Inventory, ASMP Working As 1
Appendix II	ASMP Working As 1 – Interface Model
Appendix III	Software List Utilized by ASMP

### **C.2 BACKGROUND**

The Government of District of Columbia has undergone an organizational restructure resulting in the District's Enterprise Application Integration (EAI) operations and its on going new development to be operated under one centralized group.

Various modernization programs that the District has undertaken are still underway. These modernization initiatives shall encompass, but not be limited to, business process engineering, system replacement, system enhancement, new systems, system integration, and IT oversight, affecting the majority of District agencies.

The District-wide ERP initiative called the Administrative Services Modernization Program (ASMP) is scheduled to be completed in April of 2007. The major in-scope applications for the entire ASMP include integration to the current financial systems and replacement of the following systems: Procurement, Human Resources, Benefits, Pension, Payroll, Time and Attendance, and Property Management. The following modules have gone live: Procurement, Human Resources, and Benefits.

All active and newly developed interfaces, SeeBeyond software upgrade/consolidation, SeeBeyond infrastructure consolidation need to be supported.

### **C.3 REQUIREMENTS**

The contractor shall be responsible for the following activities:

**C.3.1** The EAI Support Team shall work under the direction of the District's Technical

Infrastructure Manager and with other District employees and contractors. This team shall support all active and newly developed interfaces of all District owned ERP systems. In addition, this team shall work to support the future SeeBeyond software upgrade and software/hardware infrastructure consolidation initiative undertaken by the District.

- C.3.2** Oversee and implement the integration architecture, which consists of the SeeBeyond EAI application and the Custom Reusable Extensible Architecture (CREA);
- C.3.3** Manage the successful development and deployment of interfaces critical to the ASMP initiative by achieving: real-time or batch integration between the SOAR, PASS-Ariba, HR-PeopleSoft, PeopleSoft Time and Labor and Payroll, District Agency and external benefit carrier applications;
- C.3.4** Gather and analyze functional, technical and data requirements related to messaging, and developed interfaces to meet specifications;
- C.3.5** Design, deploy and maintain the SeeBeyond development, test production application environments on Unix - IBM AIX;
- C.3.6** Architect and build Java adapters to connect to the Ariba Buyer, PeopleSoft (HR, Time and Attendance, Payroll), SOAR, Oracle, DB2, SQL Server data sources, utilizing the JMS API standard, CICS, SFTP, protocols and JDBC drivers; design and deploy EAI Business Process Management architecture using SeeBeyond e\*Insight, enabling the automated monitoring and orchestration of PASS Procurement Business Processes and data attributes; design and implement the District's EAI common services offering, including message handling, alert notification, data access, parameterization and transaction restart (CREA – Custom, reusable, extensible architecture)
- C.3.7** Develop and maintain the EAI project work plan for all initiatives.
- C.3.8** In addition, the contractor shall perform some or all of the following:
  - C.3.8.1** Maintain all existing interfaces (See Appendix I - Interface Inventory)
  - C.3.8.2** Bug fixes
  - C.3.8.3** Enhancements
  - C.3.8.4** Maintain the SeeBeyond Software Suite
  - C.3.8.5** Enhance existing interfaces as needed
  - C.3.8.6** Manage the development of new interfaces
  - C.3.8.7** Assist in Software Integration

**C.3.8.8** Perform Interface Design and Implementation

**C.3.8.9** Assist in system Testing

**C.3.8.10** Assist in Integration Testing

**C.3.8.11** Creating Regression Test Bed

**C.3.8.12** Assist in Performance Testing

**C.3.8.13** Assist in User Acceptance Test Support

**C.3.8.14** Assist Process and Procedure Documentation

**C.3.9 Technical Knowledge and Experience Requirements**

**C.3.9.1** The contractor shall have technical knowledge and work experience on the software packages listed below:

**C.3.9.1.1 SeeBeyond Software**

<b>Product</b>	<b>Description</b>
eGate Integrator 4.5.3	Translation and routing rules engine. The crux of the eGate application.
eGate Enterprise Manager 4.5.3	The eGate development and configuration tool.
eInsight Business Process Manager 4.5.3	Business Process Management engine.
eGate Monitor 4.5.3	Tool used to monitor the eGate environment. This tool is used to check on the status of eGate components, start eGate components, shutdown eGate components, etc.
ICAN 5.0	The latest release of the SeeBeyond toolset. Knowledge of this toolset will be needed in the future when an upgrade is required.

### **C.3.9.1.2      Auxiliary Software Utilized By ASMP**

<b>Product / Application / Programming Language</b>	<b>Description</b>
Java 1.3.1 + Java 1.4	Programming language utilized by eGate. Knowledge of this language is critical to building applications within eGate as well as extending the capabilities of the tool.
JDBC 2.0	The database access/retrieval mechanism utilized by JDBC Connection
Oracle	The database standard for ASMP.
DB2	The database utilized by SOAR.
CICS	Familiarity with how CICS programs function. This is the mechanism that enables the real-time communication with SOAR.
XML	Document markup language utilized by many of the ASMP applications.
Cyclone	Third-party file transfer mechanism required for communication with CIGNA medical and dental.
PGP	File encryption standard required for communication with various Benefit Carriers.
SFTP using J2SSH	Mechanism used for secure file transfer between various ASMP and District servers.
Aetna Messaging Software	Third-party file transfer mechanism required for communication with Aetna.
PeopleSoft Integration Broker	Knowledge of this tool is required to setup the JMS communication channels between PeopleSoft and eGate.
Custom Reusable Extensible Architecture (CREA)	A common set of services built using Java that enhance and augment the capabilities of the eGate toolset. The purpose of these services is to provide a standardized architecture across all ASMP integration initiatives. These common services include data access, message handling, notification, parameterization, codes/decodes, transaction restart, and batch.

### **C.3.9.1.3      Major Source and Destination Systems**

Ariba Buyer & Invoicing	Procurement System
Ariba Contracts	Contract Tracking
Ariba Sourcing	RFP Management
PeopleSoft Federal HR 8.x	HR
PeopleSoft Payroll	Payroll
PeopleSoft Time & Labor	Time & Labor
PeopleSoft Benefits Administration	Benefits Admin
PPMS	MPD Performance Rating system
PMP	District Performance rating system
TACIS	MPD Time Entry
KPMG RStars	District' s GL
UPPS	District' s Legacy Payroll System – will be sun setting in April 2007

### **C.3.10          Contractor Staff**

**C.3.10.1**      The Contractor shall assign a senior manager as the Contractor' s chief representative for this contract. This representative shall have the authority to make binding decisions for the organization. This representative shall be in charge of all members of the Contractor team assigned to the project and shall be the main contact. All correspondence, conferences, meetings and questions concerning the project directed to the Contractor and its subcontractors shall be through this person. This representative shall be personally available at all times during working hours from the beginning of the work through its completion.

### **C.3.11          Contractor Team and Project Management**

**C.3.11.1**      Unless otherwise provided by the District through the ASMP program and related project management structure, the contractor shall provide project management, administrative management and administrative support necessary for the work hereunder. This support shall be provided at no cost to the District, unless the District specifically pre-approves assignment of personnel dedicated to such tasks.

### **C.3.12          Supervision**

In fulfilling the requirements of this contract, the Contractor shall:

**C.3.12.1**      Assure that the contractor' s staff receives ongoing supervision of the work on this contract by contractor' s senior management supervisor. The senior supervisor shall participate in periodic conferences with COTR and Program Manager in order to provide quality control of the contractor' s work. Meetings with the District shall be at least monthly, unless otherwise specified by the District. At such meetings, the contractor' s senior supervisor shall report findings impacting achievement of project



goals to District representative with proposed actions. Continuously monitor the status of work hereunder and update status, providing District management with timely information regarding possible problems and proposed action required to mitigate such problems.

**C.3.12.2** Continuously communicate status of the work relative to the approved schedule. This requirement may be fulfilled by timely filing of the weekly status reports by contractor's staff as required under the project management protocols.

**C.3.12.3** Assure that staff working under this contract provide weekly status report throughout the performance of the Contractor's work, setting out current and upcoming activities, decisions required and issues of concern. [Note: Timely, complete, and satisfactory provision by the Contractor to the District of such reports shall be a condition precedent to payment of the Contractor.]

**C.3.12.4** Assure that every two weeks, staff working under this contract provide progress updates to the COTR that enable an updating of the project plan reflecting progress in completing scheduled work.

**C.3.12.5** During performance of work and at completion of work, provide orderly hand-over of work products and deliverables to designated District representative. Unless otherwise approved, work must be performed on District premises.

**C.3.12.6** Contractor shall be specifically responsible for assuring that personnel have laptops and necessary communication equipment. Unless otherwise specified, contractor staff shall work onsite at the designated District site during normal business hours.

**C.3.12.7** The Contractor shall provide weekly timesheets, in the formats supplied by the District, reporting all time worked by person's name, days worked, and time worked. Each person is billable only to a maximum of eight (8) hours per day, 40 hours per week unless prior approval has been granted by the COTR. Contractor must provide timely, necessary information to allow the District to calculate "earned value".

**C.3.12.8** The contractor shall not incur additional subcontractor costs without consent of District.

**C.3.12.9** Weekly status updates to project plans and hours are mandatory.

**C.3.12.10** MS Project shall be used as the project management tool.

**C.3.13 Record Retention**

**C.3.13.1** Electronic and paper documents, forms, survey instruments, background materials secured as part of this contract shall be considered the property of the District of Columbia.

- C.3.13.2**      The Contractor shall periodically review these resource materials with the COTR and establish file and retention plans.
- C.3.13.3**      No later than fourteen (14) days before the close-out of the contract, the Contractor shall review with the COTR all project-related materials and agree on a disposition plan for the contract close-out.

## **SECTION D:     PACKAGING AND MARKING**

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

## **SECTION E: INSPECTION AND ACCEPTANCE**

**E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

### **E.2 Monitoring Plan**

Work performed under the contract will be monitored on a daily basis by the Contracting Officer's Technical Representative (COTR) for timeliness and quality. Deficiencies will be noted in a weekly report. The contractor shall respond within 3 business days with a corrective action plan.

<b>Performance Monitoring Plan</b>		
<b>Performance Requirements</b>	<b>Performance Standards</b>	<b>Surveillance Method &amp; Frequency</b>
Overall coordination and maintenance of SeeBeyond Software.  Monitors, tracks and records problems, bug fixes, updates and enhancement requests.  Prepares reports for COTR.	Timely and accurate recording of information; Ensure efficiency related to stated deliverables and services and goods; technical advisor to SeeBeyond software.	Periodic reporting of information to COTR; work with ASMP Program Managers to ensure efficient monitoring and timely/accurate reporting of information.  COTR to determine suitability of performance based on requirements and standards as stated.

## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of three (3) months from date of award specified on the cover page of the contract.

### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract for a period of one (1) nine-month option period, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option period shall be as specified in the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed twelve (12) months.

### **F.3 DELIVERABLES**

The deliverables for this project shall vary across the term of this agreement and will be mutually agreed upon by the Contractor and the COTR.

**F.3.1** Where documents are required, the Contractor shall provide five (5) printed copies of written documents or other evidence of deliverables that shall be provided to the COTR using standard Microsoft Office Suite applications (or other OCTO-established project management standards tools), unless otherwise agreed to. The deliverable shall also be accompanied by an electronic copy (on disk or CD or via email) of the document.

**F.3.2** If documents are prepared in PowerPoint or other graphical presentation, the deliverable shall include the required formats (printed + electronic copy of originals file) PLUS an additional electronic file which has been converted to a format suitable for electronic distribution (example PDF format). Copies shall be filed both with the OCTO Program Manager for incorporation into the overall program files and with the COTR as required for delivery verification.

**F.3.3** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

## **SECTION G : CONTRACT ADMINISTRATION DATA**

### **G.1 INVOICE PAYMENT**

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Chief Financial Officer  
Office of the Chief Technology Officer  
Attn: Accounts Payable  
441 4<sup>th</sup> Street, N.W., Suite 930 South  
Washington, D.C. 20001  
Telephone: 202 727-2277  
Fax: 202 727-1216

- G.2.1.1** For cost reimbursable expenses, the Contractor shall submit an original and two (2) copies of each invoice.
- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number, purchase order number, and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed, including labor rate, person, hours, and task along with approved District timesheets;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 PAYMENT**

- G.4.1** Unless otherwise specified in this contract, payment will be made on partial deliveries of services accepted by the District if:
  - a) The amount due on the deliveries warrants it; or
  - b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:



Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

## **G.6 THE QUICK PAYMENT CLAUSE**

### **G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

### **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

## **G.7 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Steven Wishod, Contracting Officer  
Office of Contracting and Procurement  
IT Related Equipment and Services CBG  
441 4<sup>th</sup> Street, N.W., Suite 971 North  
Washington, D.C. 20001  
Telephone: 202 727-0167  
Fax: 202 727-1679  
Email: [steven.wishod@dc.gov](mailto:steven.wishod@dc.gov)

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such

other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Laura Brown  
Program Manager  
Office of the Chief Technology Officer  
441 4<sup>th</sup> Street, N.W., Suite 920 South  
Washington, D.C. 20001  
Telephone: 202 727-3378  
Fax: 202 727-5660  
Email: [laura.brown@dc.gov](mailto:laura.brown@dc.gov)

**G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

**G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1** at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination 2005-2103, Revision No. 2 dated November 7, 2006, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic

responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

## **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.3) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

**H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.5.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

**H.5.6** The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

**H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

## **H.6 PROTECTION OF PROPERTY:**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

## **H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. §12101 et seq.

## **H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 et seq.

## **H.9 DISTRICT RESPONSIBILITIES**

**H.9.1** The District will provide work space to the contracted team for all allocated work required to be performed at the District's site.

**H.9.2** The District will supply a template for timesheet submission by the Contractor. Upon receipt of timesheet submitted by Contractor, District representative will sign and approve timesheet within 24 hours.

## **H.10 CONTRACTOR RESPONSIBILITIES**

**H.10.1** The Contractor shall follow the procedures and rules of the Government of the District of Columbia, and additional procedures that the District representative may direct from time-to-time.

**H.10.2** During performance of work and at completion of work, provide orderly hand-over of work products and deliverables to designated District representative.

**H.10.3** Unless otherwise approved, work must be performed on District premises. Contractor shall be specifically responsible for assuring that personnel have laptops. Unless otherwise specified, Contractor staff shall work onsite at the designated District site during normal business hours.

**H.10.4** The Contractor shall provide weekly timesheets, in the formats supplied by the District, reporting all time worked by person's name, days worked, and time worked. Each person is billable only to a maximum of eight (8) hours per day, 40 hours per

week unless prior approval has been granted by the COTR. Contractor must provide timely, necessary information to allow the District to calculate “earned value.”

**H.10.5** The Contractor must ensure that timesheets are submitted weekly, by the following Monday, using the District’s timesheet forms only. The timesheets shall be provided electronically to the COTR.

**H.10.6** The Contractor may not incur additional subcontractor costs without consent of the District.

## **H.11 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

## **H.12 ADVISORY AND ASSISTANCE SERVICES**

This contract is a “nonpersonal services contract”. It is therefore, understood and agreed that the Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

## **H.13 HIRING OF EMPLOYEES**

By accepting this contract, the Contractor agrees that the District, at its discretion, after completion of the contract period, may hire an individual who is performing services as a result of this contract, without restriction, penalties or fees.

## **H.14 WAY TO WORK AMENDMENT ACT OF 2006**

**H.14.1** Except as described in H.14.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.



- H.14.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.14.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.14.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.14.5** The Contractor shall provide a copy of the Fact Sheet attached as J.1.2 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.2 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.14.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.14.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.14.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
  - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
  - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
  - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
  - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.14.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated November 2004 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5 RIGHTS IN DATA**

**I.5.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. “Computer Programs” include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term “computer databases”, as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract  
No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the

documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

## **I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

**I.8.1** Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an

additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

- (a) Commercial General Liability Insurance, \$1,000,000 limits per occurrence, District added as an additional insured.
- (b) Automobile Liability Insurance, \$1,000,000 per occurrence combined single limit.
- (c) Worker's Compensation Insurance according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.
- (d) Errors and Omissions Liability Insurance, \$1,000,000 limits per claim.

## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.1. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

## **I.10 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

## **I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

## **SECTION J: LIST OF ATTACHMENTS**

### **J.1 ATTACHMENT**

**J.1.1** Wage Determination No. 2005-2103, Revision No. 2, dated November 7, 2006

**J.1.2** Living Wage Act of 2006

**J.1.3** Experience Questionnaire

**J.1.4** Past Performance Evaluation Form

**J.2** **INCORPORATED ATTACHMENTS** (*The following forms, located at [www.ocp.dc.gov](http://www.ocp.dc.gov) shall be completed and incorporated with the offer.*)

**J.2.1** E.E.O. Information and Mayor's Order 85-85

**J.2.2** Tax Certification Affidavit

**J.2.3** First Source Employment Agreement

**J.2.4** Cost/Price Data Package

### **J.3 APPENDICES**

**J.3.1** Appendix I - EAI Interface and Software Inventory, ASMP Working As 1

**J.3.2** Appendix II - ASMP Working As 1 – Interface Model

**J.3.3** Appendix III - Software List Utilized by ASMP



## **SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

### **K.1 AUTHORIZED NEGOTIATORS**

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

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### **K.2 TYPE OF BUSINESS ORGANIZATION**

**K.2.1** The offeror, by checking the applicable box, represents that

(a) It operates as:

- ☐ a corporation incorporated under the laws of the State of: \_\_\_\_\_
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization, or
- ☐ a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- ☐ an individual,
- ☐ a joint venture, or
- ☐ a corporation registered for business in \_\_\_\_\_  
(Country)

### **K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Offeror \_\_\_\_ has \_\_\_\_ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror \_\_\_\_ has \_\_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

#### **K.4 BUY AMERICAN CERTIFICATION**

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

#### **K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

\_\_\_\_\_  
\_\_\_\_\_

#### **K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the offeror is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
  - (i) those prices
  - (ii) the intention to submit a contract, or
  - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
  - 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:  
  

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*(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);*
- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## **K.7 TAX CERTIFICATION**

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.2.

## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District**

The District intends to award a single contract resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.1.2 Initial Offers**

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

### **L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One original and three (3) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper with one-inch margins. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: **"Proposal in Response to Solicitation No. DCTO-2007-R-0027 – EAI Production Support Team for the Office of the Chief Technology Officer (OCTO) and Administrative Services Modernization Program (ASMP)"**.

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, **EVALUATION FACTORS FOR AWARD**. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the offeror's ability to meet the requirements in the Statement of Work.

Proposals shall include a table of contents with a detailed listing of information presented in the Contractor's proposal and each page shall be numbered.

### **L.3 TECHNICAL PROPOSAL**

This section shall contain an introduction outlining the offeror's overall technical knowledge and expertise accessed and provided to perform the requirements of the contract. This statement should refer to the work to be performed as set forth in Section C, Statement of Work, and describe the offeror's staff and staff related activities, the offeror's technical

capacity, and the offeror's past performance in performing services similar to or same as the required services as described in the SOW. The statement shall contain sufficient detail to permit the District to evaluate it in accordance with Section M, Evaluation Factors.

- L.3.1 Section 1 – Technical Knowledge and Expertise:** Offeror shall demonstrate proven knowledge and capability of applying standard software development life cycle (SDLC) techniques process during the implementation phase as well as proven ability to support ongoing systems operations. Offeror shall detail its knowledge and expertise of J2EE framework based application deployment. Offeror shall also detail its knowledge and capability to lead and deliver large EAI and non-EAI implementation. Offeror shall provide evidence of production support of large EAI infrastructure; as well as support software version and platform consolidation of existing EAI deployment.

Offeror shall describe the qualifications and expertise of the proposed staff assigned to this project, including education, training and certifications, and resumes. Offeror must provide appropriate documentation of staff credentials.

- L.3.2 Section 2 – Past Performance:** Offeror shall complete and submit with proposal, the Experience Questionnaire (Attachment J.1.3) for all similar or like kind contracts completed during the past three (3) years. Contracts listed shall include those entered into with the District of Columbia government, the Federal government, agencies of State and local governments or private contracts.

- L.3.3 Section 3 – Attachments:** Offeror shall provide in this section the following documents and pertinent information:

- A. Solicitation, Offer and Award form;
- B. Attachments J.1.3, J.2.1, J.2.2, J.2.3, and J.2.4 of this solicitation;
- C. Representations and certifications and other statements of the offeror in Section K shall be completed and signed;
- D. Legal status of offeror as specified in Section L.19; and
- E. Other pertinent information.

#### **L.4 PRICE PROPOSAL**

- L.4.1** The offeror shall identify this portion of the proposal as the "Price Proposal", and bind it separately from the remainder of the proposal. The price proposal will be evaluated separately from the Technical Proposal. Price data shall not be presented in the technical portion of the proposal.
- L.4.2** The offeror shall submit the price information in the manner and format stated in Section B, Description of Services or Supplies and Prices, and shall conform to the requirements of that

Section. Offerors shall submit pricing for all Contract Line Item Numbers (CLINs). Proposals that fail to provide pricing for each CLIN may be considered unacceptable.

**L.4.3** Offerors shall provide cost/price data in accordance with Attachment J.2.4.

**L.5 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**L.5.1 Proposal Submission**

Proposals must be submitted no later than 2:00pm local time Friday, March 23, 2007. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

**L.5.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

**L.5.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

#### **L.5.4 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

#### **L.5.5 Late Proposals**

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

#### **L.6 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than ten (10) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

#### **L.7 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, IT Related Equipment and Services CBG, 441 4<sup>th</sup> Street, N.W., Suite 930 South, Washington, D.C. 20001, telephone (202) 727-0167, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, IT Related Equipment and Services CBG of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, IT Related Equipment and Services CBG that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

#### **L.8 RESTRICTION ON DISCLOSURE AND USE OF DATA**

##### **L.8.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

**L.8.2** Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

**L.9 PROPOSALS WITH OPTION PERIODS**

The offeror shall include option period prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option period pricing.

**L.10 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

**L.11 SIGNING OF OFFERS**

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.12 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.



### **L.13 RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

### **L.14 PROPOSAL COSTS**

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

### **L.15 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

### **L.16 CERTIFICATES OF INSURANCE**

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Steven Wishod  
Contracting Officer  
IT Related Equipment and Services CBG  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W., Suite 971 North  
Washington, D.C. 20001  
Phone: 202 727-0167/E-mail: [steven.wishod@dc.gov](mailto:steven.wishod@dc.gov)

### **L.17 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

## **L.18 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

## **L.19 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.19.1** Name, address, telephone number and federal tax identification number of offeror;

**L.19.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.19.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

## **L.20 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

## **L.21 STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective

contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.21.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.21.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.21.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.21.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.21.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.21.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.21.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.21.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

## **L.22 KEY PERSONNEL**

- L.22.1** The District considers the following positions to be key personnel for this contract: Business Integration Manager 1 (EAI Implementation Manager), Business Integration Consultant 4 (EAI Architect), Business Integration Consultant 3 (EAI Developer), and Business Integration Consultant 2 (EAI Architect/Developer).
- L.22.2** The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included.

## **SECTION M - EVALUATION FACTORS**

### **M.1 EVALUATION FOR AWARD**

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

### **M.2 TECHNICAL RATING**

The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

### **M.3 EVALUATION STANDARDS**

#### **M.3.1 Factor 1: Technical Knowledge and Expertise**

Description: This factor considers the technical expertise to be accessed and provided by the offeror to perform the District's requirements as described in Section C of this solicitation. This factor encompasses all components of the offeror's staff and staff related activities, including the offeror's organizational structure, the qualifications and expertise of the offeror's proposed staff, and the offeror's staff development initiatives. This factor considers each staffing component, together and independently, and the importance of the interrelationships of each component toward the contribution of performing the service requirements.

This factor also encompasses the offeror's technical capacity to perform the required services as described in Section C.3, including the offeror's system to measure and trace service delivery outcomes, and the scheduling, coordination and documentation of the requirements. This factor examines technical capacity and the overall contribution and utilization of the offeror's techniques and processes in the successful fulfillment of the requirements.

The standard has been met when the offeror:

- a) Provides an organizational chart that demonstrates the offeror's understanding and availability of staff to fulfill the required minimum staffing positions;
- b) Provides staff information including resumes and certificates, demonstrating the qualifications and expertise of the offeror's proposed staff to meet the minimum qualifications for required staff and the expertise to perform the services required. Offeror provides position descriptions indicating the offeror's awareness and distribution of the minimum responsibilities for each staff position and acknowledges and assigns the responsibilities to perform the requirements among the offeror's proposed staff. The offeror's staff information, including resumes, certificates and position descriptions are consistent with the information presented in the offeror's organizational chart;
- c) Provides details of the offeror's staff development initiatives including at a minimum the offeror's staff orientation curriculum and in-service training requirements, that illustrate the offeror's understanding of required staff development and the significant value of staff development relative to fulfilling the requirements;
- d) Describes techniques, processes, and tests in the offeror's quality assurance plan to ensure that the offeror's staff and proposed service delivery perform the requirements and achieve the desired objectives that demonstrate the offeror's thorough and complete plan to perform the requirements. Provides evidence of the offeror's consistent commitment to quality, recognition and correction of weaknesses, and on-going initiatives to improve the offeror's performance of the requirements;

- e) Provides a description and accompanying explanation of the offeror's system to identify and measure service delivery outcomes that demonstrate the offeror's understanding of the technical requirements relevant to the population to be served and the desire objectives; and
- f) Presents evidence in the offeror's proposed position descriptions, service description, service delivery and quality assurance plans to exhibit the offeror's knowledge and awareness to schedule, coordinate and document the delivery of service requirements.

### **M.3.2 Factor 2: Past Performance**

Description: This factor considers the offeror's past performance in performing services similar to the required services as described in Section C of this solicitation. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction of the offeror's performance.

The District, utilizing the Past Performance Evaluation form, Attachment J.1.4, will solicit Past Performance Evaluations from a minimum of three (3) references provided by the Offeror in the Experience Questionnaire (Attachment J.1.3). The information obtained from the completed Past Performance Evaluation forms will facilitate the District's evaluation of the above factors relevant to the Offeror's delivery of required services as described in Section C of this solicitation.

The District will only discuss Past Performance information directly with the prospective prime contractor that is being reviewed and with the previous customers.

In the event of unfavorable past performance evaluations or ratings, ratings of 0 or 1 as described on page 2 of the Past Performance Evaluation form, the offeror during discussions will be provided an opportunity to prepare a response to the unfavorable evaluation.

The standard is met when:

- a) The offeror provides with proposal, the completed Experience Questionnaire (Attachment J.1.3) listing all contracts in which the offeror or its major subcontractors or joint venture partners have performed similar work in the past (3) years. Work is similar, if the function, responsibilities, and duties of the offeror are essentially the same as the required services described in Section C.3; and
- b) The past performance evaluations obtained by the District from a minimum of three (3) references provided by the offeror, are satisfactory or better, as described in the instructions and rating criteria on page 2 of the District's Past Performance Evaluation Form (Attachment J.1.4).

## **M. 4 EVALUATION CRITERIA**

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

### **M.4.1 TECHNICAL CRITERIA (70 Points)**

#### **M.4.1.1 Technical Knowledge and Expertise – 40 Points**

Offeror's proposal demonstrates proven capability of applying standard software development life cycle (SDLC) techniques during the implementation phase as well as proven ability to support ongoing systems operations. Proposal details knowledge and expertise of J2EE frame work based application deployment. Proposal details knowledge and capability to lead and deliver large EAI and non-EAI implementation. Proposal provides evidence of production support of large EAI infrastructure; as well as software version support and platform consolidation of existing EAI deployment.

Offeror's proposed staff possesses the qualifications and expertise, including education, training and certifications needed to fulfill the requirement of this RFP. Offeror's proposal contains detailed documentation of staff credentials.

#### **M.4.1.2 Past Performance – 30 Points**

Offeror has demonstrated ability to meet the District's requirements as delineated in this RFP by demonstrating successful past performance under similar or like kind contracts completed during the past three (3) years with the District of Columbia government, the Federal government, agencies of State and local governments or private contracts

### **M.4.2 PRICE CRITERIA (30 Points)**

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 30 = \text{Evaluated price score}$$

### **M.4.3 PREFERENCE (12 Points)**

### **M.4.4 TOTAL (112 Points)**

## **M.5 EVALUATION OF OPTION PERIODS**

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base period. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option periods. Quantities to be awarded will be determined at the time each option is exercised.

## **M.6 SMALL BUSINESS SET-ASIDE SOLICITATION WITH NO SUBCONTRACTING SET-ASIDE**

### **Preferences for Local Businesses, disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

### **M.6.1 General Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.6.1.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.6.1.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.6.1.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.6.1.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.6.1.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and



- M.6.1.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

**M.6.2 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.6.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.6.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.6.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.6.2.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.6.2.5** Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.6.2.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

### **M.6.3 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

### **M.6.4 Preferences for Certified Joint Ventures**

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

### **M.6.5 Vendor Submission for Preferences**

**M.6.5.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

**M.6.5.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

**M.6.5.1.2** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

**M.6.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

**M.6.5.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

## **M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.7.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.7.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.